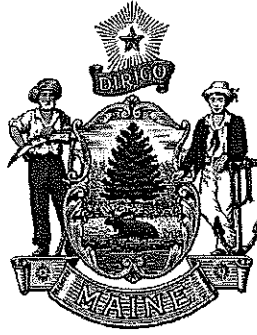


MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 01/01/17

**Expiration Date:** 12/31/19

**Master Agreement Description:** Pants, Fechheimer Vertz Styles 1000, 8001 OD Green

**Buyer Information**

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

**Issuer Information**

Lee Dorr 207-287-5207 ext. lee.dorr@maine.gov

**Requestor Information**

Lee Dorr 207-287-5207 ext. lee.dorr@maine.gov

**Authorized Departments**

13A MARINE RESOURCES  
ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000002872

**Vendor Name**

ANTHONY BALZANO

**Alias/DBA**

Hanging By A Thread Embroidery LLC

**Vendor Address Information**

659 WARREN AVE UNIT B

PORTLAND, ME 04103

US

**Vendor Contact Information**

TONY BALZANO

207-536-0142 ext.

abalzano@maine.rr.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** ANTHONY BALZANO

**Commodity Line #:** 1

**Commodity Code:** 20000

**Commodity Description:** Pants, Fechheimer Vertz Styles 1000, 8001 OD Green

**Commodity Specifications:** Extend at current pricing.

**Commodity Extended Description:** Master Agreement for specific styles of Fechheimer Vertz Styles 1000, 8001 OD Green.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 0	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> Hanging By Thread Vetz	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 01/01/17	<b>Discount End Date</b> 12/31/19

**Uniform Pant**  
**Department of ACF (Agriculture, Conservation & Forest Service)**  
**Contract Terms and Conditions**  
**MA 18P 170104-080**

**COMMODITY:** Fechheimer – Vertx 1000 and 8001 Series, Olive Drab Green. Sizes 28-54, Inseam 30, 32, 34, 36 & Unhemmed. No substitutes, must match existing Uniform and inventory.

**CONTRACT PERIOD:** January 1, 2017 thru December 31, 2017, a one (1) year contract with the option of two (2) one (1) year extensions. Extensions will be at the discretion of the Department.  
**Second Extension through December 31, 2019**

**EXTENSION OF CONTRACT:** The Director of the Division of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

**CANCELLATION OF CONTRACT:** The Director of the Division of Procurement Services reserves the right to cancel a contract with a thirty day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

**CONTACT PERSON:** The contact person will help consumers place orders, inquire about orders that have not been delivered, any and all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: Anthony Balzano, **Tel:** 207-615-1903  
**Email:** [abalzano@maine.rr.com](mailto:abalzano@maine.rr.com)

**PRICES:** Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

**QUANTITIES:** It is understood and agreed that the contract will cover the actual quantities ordered by the Department, over the length of the contract.

**ORDERING PROCEDURE:** Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. Orders in the amount of \$5,000.00 or less can be ordered using a DO or by using a Procurement Card (Credit Card). If a DO is used the DO will be e-mailed to the email address set up in AdvantageME by the Vendor ([abalzano@maine.rr.com](mailto:abalzano@maine.rr.com)) as a .pdf file.

**PROCUREMENT CARD:** State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

**DELIVERY:** Contractor **MUST** inspect all garments thoroughly before shipment to State Agency. Inspection will not release contractor of the responsibility for faulty workmanship and any faulty item or component part will be repaired or replaced by the vendor. Items (all sizes including special sizes) **must be received within 30 working days** from receiving order from Department. The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. Failure to comply with the above provisions could be considered a breach of contract.

**QUARTERLY REPORT:** The Division of Purchases requires a quarterly report of sales be emailed to: Sue.h.Garcia@maine.gov within 30 days of the end of each calendar quarter, It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

**CODE OF CONDUCT ANTI-SWEATSHOP FEE:** Within 30 days of the end of each calendar quarter, you are required to pay a fee in the amount of 1% of the total dollar value of goods purchased through this contract during that quarter. Your payment must be accompanied by a report showing the dollar value of goods purchased, broken down by Department, the total dollar value of purchases by all Departments, and the calculation of 1% of the total dollar value as the fee for the quarter. Checks must be made payable to the Treasurer, State of Maine and must be delivered, along with the quarterly report, to:

Division of Purchases Attn:  
Vendor Fee  
Burton M. Cross Building, 4<sup>th</sup> Floor 9  
State House Station  
111 Sewall St.  
Augusta, ME 04333-0009

Failure to pay the 1% fee may result in: (1) Loss of future contracts or purchase orders with the State of Maine and/or (2) Immediate termination of the existing contract, within 30 days of written notification.

**RFQ # 09A 161117-320**

## **Pants, Fechheimer Vertz Styles 1000, 8000 OD Green**

Bidder's Organization Name: Hanging By A  
Thread \_\_\_\_\_

Authorized By: Anthony  
Balzano \_\_\_\_\_

Date: 11-30-2016 \_\_\_\_\_

The Division of Purchases is committed to providing purchasing opportunities for municipalities, political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes with conditions as follows: \_\_\_\_\_

No

SUPPLIER NAME

Hanging By A Thread LLC

Hanging By A Thread LLC

MANUFACTURER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Fechheimer	Pant,Vertx 1000 Color ODGreen,Size28-54	Color Olive Drab Green	EA	\$37.00	30
Fechheimer	Pant,Vertx 8001 Color ODGreen,Size28-54	Color Olive Drab Green	EA	\$37.00	30

Division of Purchases  
Burton M Cross Bldg.  
9 State House Station  
Augusta, ME 04333-0009  
Tel. (207) 624-7338  
Fax.# (207) 287-6578

Contract Number  
MA 170104\*80

**EXTENSION OF ANNUAL CONTRACT**

**Commodity Item:** Clothing, Pants, Fechheimer Vertz Styles 1000, 8001 OD Green

**Contractor:** Hanging By A Thread Embroidery LLC

**Contract Period Extended To:** 12/31/19

**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 170104\*80 until December 31, 2019 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: Hanging By A Thread

By: Tony Balzano

E-mail Address: abalzano@maine.rr.com

Date: 10-30-18

**Dollar value the State has spent on this contract for the past 12 months: \$**  
22090.00